

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 350)		Rating	Page 1 of pages 41
2. Contract No.	3. Solicitation No. ED-02-R-0013	4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 03/13/2002	6. Requisition/Purchase No. EDNIFL-02-900041	
7. Issued By National Institute for Literacy 1775 I Street, NW Suite 730 Washington, DC 20006-2417		Code EDNIFL		8. Address Offer To (If other than item 7) Code	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in NIFL until 04:00 PM (hour) local time Apr 12, 2002 (date).

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name Sharyn Abbott X02	B. Telephone No. (include area code) (NO COLLECT CALLS) (202) 233-2026
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)
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15B. Telephone No. (Include area code)	15C. Check if Remittance Address is difference from above. Enter such address in Schedule.	17. Signature	18. Offer Date
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AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()		23. Submit Invoices to Address Shown in (4 copies unless otherwise specified) Item
24. Administered By (If other than Item 7) Code		Payment Will be Made By Code
26. Name of Contracting Officer (Type or print)		27. United States of America (Signature of Contracting Officer) 28. Award Date

IMPORTANT – Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	Note: NIFL is scheduled to be reauthorized in 2003. If it isn't reauthorized, contract will be transferred to the appropriate Government agency to monitor remaining work.				
0001	NATIONAL REVIEW OF READING PROGRAMS: Basic Contract (Tasks 1-10)	1	EA		
0002	OPTIONAL TASK 1: Review of Supplementary Reading Programs	1	EA		
0003	OPTIONAL TASK 2: Review of Reading Intervention Programs	1	EA		

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SECTION B

TO BE FILLED IN AT TIME OF AWARD

B.1 301-8 ESTIMATED COST, BASE FEE AND AWARD FEE (APRIL 1984)

(a) The estimated cost of this contract is _____ (b) The base fee is _____
_____ (c) The award fee pool available for award for this contract is _____
_____ (d) This contract will be modified to reflect the award fee
awarded as award fee determinations are made.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, see Attachment A. This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D
PACKAGING AND MARKING

D.1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: National Institute for Literacy, 1775 I Street, NW, Suite 730, Washington, DC 20006-2417. (c) Mark deliverables for: William B. Hawk

SECTION E
INSPECTION AND ACCEPTANCE

E.1 304-1a INSPECTION AND ACCEPTANCE (APRIL 1984)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer. Inspection and acceptance will be performed at: National Institute for Literacy, 1775 I Street, NW, Suite 730, Washington, DC 20006-2417. Attention: William B. Hawk

SECTION F
DELIVERIES OR PERFORMANCE

F.1 305-2 REPORT OF CONSULTANTS (MARCH 1986)

The contractor must maintain a written report for the files on the results of all consultations charged to this contract. This report must include, at a minimum: (1) the consultant's name, dates, hours and amount charged to the contract, (2) the names of the contractor or subcontractor staff to whom the services are provided, and (3) the results of the subject matter of the consultations.

TO BE FILLED IN AT TIME OF AWARD

F.2 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from _____ to _____ inclusive of all specified deliveries and/or task work.

F.3 305-8 DELIVERY SCHEDULE (MARCH 1986)

The following items shall be delivered under this contract:

See Attachment A, Statement of Work.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 306-1 INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (MAY 1999)

(A) The Government agrees to pay the Contractor as complete compensation for all work and services performed and materials furnished under this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract. (B) The contractor shall submit the original and one copy of the invoice or contract financing requests to the Designated Billing Office. National Institute for Literacy Atten: William B. Hawk 1775 I Street, NW - Suite 730 Washington, DC 20006-2417

Note: Invoices or contract financing requests must be sent to the designated billing office indicated above. C) The Contractor shall prepare invoices and contract financing requests in accordance with the attached billing instructions. (See Attachment F)

G.2 306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY

(JANUARY 1989) (A) The contractor shall request written authorization from the contracting officer before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:

- (a) a brief statement of function;
 - (b) manufacturer and manufacturer's brand name, model or part number;
 - (c) vendor and its proposed price;
- (B) Management of government property in the possession of the contractor shall be in accordance with FAR Part 45. The contractor shall provide an annual report of total property acquisition cost, as required by FAR 45.505-14.

G.3 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration. _____

G.4 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e). (b) The provisional overhead rate(s) applicable to this contract:

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES

(FEB 1995) The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation." Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

H.2 306-10 GOVERNMENT-FURNISHED DATA (APRIL 1984)

(A) The Government shall deliver to the Contractor the Government- furnished data described in the contract. If the data is not delivered on schedule, or is unsuitable for its intended use, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment. (B) Title to Government-furnished data shall remain in the Government. (C) The Contractor shall use the Government-furnished data only in connection with this contract. (D) The data will be furnished to the Contractor as specified in the in the Statement of Work, Attachment A.
- (E) Other treatment and rights shall be in accordance with the incorporated general provision titled "Government Property".

H.3 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with
TO BE FILLED IN AT TIME OF AWARD
in the amount stated in its final proposal revision.

H.4 307-13 DEPARTMENT SECURITY REQUIREMENTS (APRIL 1999)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in:

- A. The Statement of Work of this contract;
- B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a);
- C. The U.S. Department of Education, Information Technology Security Manual, Handbook Number 6; and
- D. The U.S. Department of Education, Personnel Security - Suitability Program, Handbook Number 11. The Contractor may arrange to review copies of the above referenced documents by contacting the Contract Specialist at telephone number _____. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

(END OF CLAUSE)

H.5 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2001)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements (April 1999) ,will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold

SECTION H
SPECIAL CONTRACT REQUIREMENTS

payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

(END OF CLAUSE)

H.6 307-17 ORGANIZATIONAL CONFLICTS OF INTEREST

(ED 307-17) (APRIL 1984)

(A) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(B) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

(D) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (D).

H.7 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H.8 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed:

TO BE FILLED IN AT TIME OF AWARD

H.9 307-24 CONSULTANT SERVICES AND CONSENT (APRIL 1986)

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

TO BE FILLED IN AT TIME OF AWARD

H.10 307-3 DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of

SECTION H
SPECIAL CONTRACT REQUIREMENTS

the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

H.11 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H.12 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized. In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable. The following items are excepted from the approval requirements of this clause: 1. Up to 50 copies of progress and final reports. The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities. The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer. Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H.13 307-7b PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized. In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable. The following items are excepted from the approval requirements of this clause: 1. Up to 50 copies of progress and final reports. The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities. The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer. The following items are approved for development or production: _____ Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H.14 307-7c PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized. In the event that development or production of any publication or audiovisual product subsequently becomes a

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contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable. The following items are excepted from the approval requirements of this clause: 1. Up to 50 copies of progress and final reports. The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities. The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer. Approvals yet to be granted include (but are not necessarily limited to) the following: _____ Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H.15 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE

GOVERNMENT PRINTING OFFICE (APRIL 1992) The General Provisions of this contract set forth the Department's policy regarding printing to be performed in order to meet the terms of the contract. Should the services of the Government Printing Office (GPO) be required, the contractor shall request to the Department of Education to requisition those, subject to the contractor's provision of a completed SF-1, Printing and Binding Requisition to the Public Printer. Payment to the GPO shall be made directly by the Department and charged to the Contract.

H.16 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at <http://ocfo.ed.gov/offices/OCFO/contracts/clibrary/software.html>

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this

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clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

H.17 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, or failure to meet any of the requirements of the contract, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays" or "Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

(END OF CLAUSE)

H.18 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule. (Note: Notice shall be given within 90 days days before contract completion.)

H.19 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days before the contract expires. The

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preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____

(End of clause)

Provide proposed budget costs for each Optional Task. Optional Task 1: \$ _____ Optional Task 2: \$ _____

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

(End of clause)

I.2 307-31 YEAR 2000 COMPLIANCE (NOVEMBER 1997)

(Reference)

I.3 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

(Reference)

I.4 3452.202-1 DEFINITIONS (AUG 1987)

(Reference)

(The following clause shall apply to cost reimbursement contracts with nonprofit organizations other than educational institutions, hospitals, or organizations listed in Attachment C to OMB Circular A-122.)

I.5 3452.216-70 ADDITIONAL COST PRINCIPLES (AUG 1987)

(Reference)

(The following clause shall apply to contracts with organizations that have fixed indirect cost rates with carry forward adjustments approved by the Government agency responsible for negotiating the organization's indirect cost rates.)

I.6 3452.216-71 NEGOTIATED INDIRECT COST RATES - FIXED (AUGUST 1987)

(Reference)

I.7 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)

(Reference)

I.8 3452.228-70 REQUIRED INSURANCE (AUG 1987)

(Reference)

I.9 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)

(Reference)

I.10 3452.242-70 LITIGATION AND CLAIMS (AUG 1987)

(Reference)

I.11 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

(Reference)

I.12 3452.243-70 KEY PERSONNEL (AUG 1987)

(Reference)

I.13 3452.247-70 FOREIGN TRAVEL (AUG 1987)

(Reference)

(The following clause shall apply as prescribed in FAR 7.305(c).)

I.14 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(Reference 7.305)

I.15 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(Reference 9.409)

(The following clause shall apply if the offeror did not propose facilities capital cost of money in its offer.)

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**SECTION I
CONTRACT CLAUSES**

I.16 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(Reference)

(The following clause shall apply as prescribed under FAR 16.307(a). If the contract is with an educational Institution delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.3". If the contract is with a State or local government delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.6". If the contract is with a nonprofit organization other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB circular No. A-122, delete from paragraph (a) "subpart 31.2" and substitute "subpart 31.7".)

I.17 52.216-7 ALLOWABLE COST AND PAYMENT (MAR 2000)

(Reference)

(The following clause shall apply to cost plus fixed fee contracts.)

I.18 52.216-8 FIXED FEE (MAR 1997)

(Reference 16.307)

(The following clause shall apply as prescribed in FAR 22.202.)

I.19 52.222-3 CONVICT LABOR (AUG 1996)

(Reference 22.202)

(The following clause shall apply as prescribed in FAR 22.6.)

I.20 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 22.610)

(The following clause shall apply as prescribed in FAR 22.8.)

I.21 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(Reference)

(The following clause shall apply as prescribed in FAR 22.1308.)

I.22 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(Reference 22.1308)

(The following clause shall apply as prescribed in FAR 22.1408.)

I.23 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference)

(The following clause shall apply as prescribed in FAR 22.1308(b). NOTE: the reports required by the following clause shall be submitted to OASVET (VETS-100); U.S. Department of Labor; 200 Constitution Ave., NW; Washington, DC 20210.)

I.24 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(Reference)

(The following clause shall apply as prescribed in FAR 25.109.)

I.25 52.225-3 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM (FEB 2000)

(Reference)

I.26 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)

(Reference)

I.27 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)

(Reference 27.409)

(The following clause applies except for construction and architect-engineer services or unless otherwise formally waived by the federal contract office.)

I.28 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(Reference 28.311-2)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I.29 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 32.111)

(The following clause shall apply if the contract is fully funded.)

I.30 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 32.705-2)

(The following clause shall apply if the contract is incrementally funded.)

I.31 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 32.705-2)

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I.32 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 32.806)

I.33 52.232-25 PROMPT PAYMENT (JUN 1997)

(Reference)

(Unless specified elsewhere, the information required by the following clause must be submitted prior to award.)

I.34 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(Reference)

I.35 52.233-1 DISPUTES (DEC 1998)

(Reference)

I.36 52.233-1 I DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)

(Reference)

I.37 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 33.106)

I.38 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 42.802)

I.39 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 42.1305)

I.40 52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)

(Reference 43.205)

I.41 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 43.205)

I.42 52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)

(Reference 43.205)

I.43 52.244-2 SUBCONTRACTS (AUG 1998)

(Reference)

I.44 52.244-2 II SUBCONTRACTS (AUG 1998)--ALTERNATE II (AUG 1998)

(Reference)

I.45 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 46.305)

(The following clause shall apply if designated.)

I.46 52.247-29 F.O.B. ORIGIN (JUN 1988)

(Reference 47.303-1)

(The following clause shall apply if designated.)

I.47 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 47.303-6)

I.48 52.248-1 VALUE ENGINEERING (FEB 2000)

(Reference)

I.49 52.248-1 III VALUE ENGINEERING (FEB 2000)--ALTERNATE III (FEB 2000)

(Reference)

I.50 52.249-6 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)

(Reference 49.503)

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I.51 52.249-6 II TERMINATION (COST-REIMBURSEMENT) (SEP 1996)--ALTERNATE II (SEP 1996)

(Reference 49.503)

I.52 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 49.505)

I.53 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 53-111)

Clause 311-7 is not applicable.

I.54 311-7 PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

It is hereby provided that the evaluation factors for award under Section M herein shall not be modified except by a formal amendment to this solicitation and that no factors other than those set forth in that section shall be used in the evaluation of the technical proposals.

I.55 52.252-2a CLAUSES INCORPORATED BY REFERENCE (MAY 2001)

The addresses referred to in clause 52.252-2 for electronic access to the full text of clauses are: <http://www.arnet.gov/far> for FAR clauses and <http://www.ed.gov/offices/OCFO/contracts/clibrary/edar.html> for EDAR clauses.

SECTION J
LIST OF ATTACHMENTS

J.1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

See Attachment 1.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
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K.1 310-1 REPRESENTATION AUTHORITY (MARCH 1985)

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)	(RFP No.)
(Signature of Authorized Individual)	(Date)

(TYPED NAME OF AUTHORIZED INDIVIDUAL) Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. The Representations and Certifications must be executed by an individual authorized to bind the offeror.

K.2 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

- (A) Contractor's Name: _____
- (B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

- (C) Telephone Number: _____
- (D) Individual(s) to contact re this proposal: _____
- (E) Cognizant Government:
Audit Agency: _____
Address: _____
Auditor: _____
- (F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:
Sales:
Government cost-reimbursement type prime contracts and subcontracts: \$ _____
Government fixed-price prime contracts and subcontracts: \$ _____
Commercial Sales: \$ _____
Total Sales: \$ _____
- (2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.
Total Sales for First Preceding Fiscal Year \$ _____
Total Sales for Second Preceding Fiscal Year \$ _____
- (G) Is company an ED rate entity or division?

If a division or subsidiary corporation, name parent company: _____
- (H) Date Company Organized: _____
- (I) Manpower:
Total Employees: _____
Direct: _____
Indirect: _____

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Standard Work Week (Hours): _____

(J) Commercial Products: _____

(K) Attach a current organizational chart of the company.

(L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency? Yes _____ No _____
If yes, give name and location of agency: _____

Has your cost accumulation system been approved by any Government agency? Yes _____ No _____
If yes, give name and address of agency: _____

(M) What is your fiscal year period?
(Give month-to-month dates): _____

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

(N) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes _____ No _____
If yes, name and location of the Government agency: _____

_____ Date of last pre-award audit review by a Government agency:

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(O) Cost estimating is performed by:
 Accounting Department: _____
 Contracting Department: _____
 Other (describe) _____

(P) Has system of control of Government property been approved by a Government agency? Yes _____ No _____
If yes, name and location of the Government agency: _____

(Q) Purchasing Procedures:
 Are purchasing procedures written? Yes _____ No _____
 Has your purchasing system been approved by a Government agency? Yes _____ No _____
 If yes, name and location of the Government agency: _____

(R) Does your firm have an established written incentive compensation or bonus plan? Yes _____ No _____

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K.3 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

K.4 310-5 CERTIFICATE OF CURRENT COST OR PRICING DATA (MARCH 1985)

(When a certificate of cost or pricing data is required to be submitted in accordance with Federal Acquisition Regulation (FAR) 15.403-4, the Contracting Officer will request that the Offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are completed. Offerors should complete the certificate set forth below and return it when requested by the Contracting Officer.) This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.403 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of _____ (1) are accurate, complete, and current as of _____ (2). This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of execution (3) _____

(1) Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.). (2) Insert the day, month, and year when price negotiations were concluded and price agreement was reached. (3) Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

K.5 310-6 DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K.6 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [] does, [] does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

_____ (Date)

K.7 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal

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income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

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- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

K.9 52.215-6 PLACE OF PERFORMANCE BUSINESS (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /_____ intends, / _____, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND ADDRESS, OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

_____	_____
_____	_____
_____	_____

(End of provision)

K.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____

(2) The small business size standard is _____

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it /_ / is, /_ / is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents, for general statistical purposes, that it /_ / is, /_ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

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(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.11 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does

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not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.14 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a

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controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

K.15 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (FEB 2000)

(a) Definitions. As used in this clause--

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act--Balance of Payments Program Certificate."

(End of clause)

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L.1 307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

L.2 311-1 TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a Cost Plus Award Fee type contract from this solicitation.

L.3 311-17 ADDITIONAL INSTRUCTION FOR PROPOSAL FOR

ADP SECURITY COMPLIANCE (FEBRUARY 1988) Potential offerors are directed to the security requirements under the clause entitled "Information Technology System Security Requirements", ED 307-13. Technical proposals must include a separately detailed plan for meeting these requirements, including any necessary subcontract applications. Submission of these plans shall serve as certifications of the offerors' full intent for compliance.

L.4 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract. The technical proposal must be prepared and submitted in the following format: SEE ATTACHMENT C FOR ADDITIONAL TECHNICAL INSTRUCTIONS TO OFFERORS

L.5 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical

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questions from ten or more persons other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

L.6 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to: National Institute for Literacy, Suite 730, 1775 I Street, NW, Washington, DC 20006-2417, Atten: Sharyn Abbott or by email: sabbott@nifl.gov or by fax 202-233-2051

ED will accept clarification questions until 03/19/02 After this date ED does not guarantee that a response will be given. Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L.7 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT (JUNE 1998)

Small Business Comments are Important: The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of the U.S. Department of Education, call 1-888-REG-FAIR (1-888-734-3247).

L.8 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
 - a. Name of the contracting activity
 - b. Program title or product name
 - c. Contract number
 - d. Contract type
 - e. Period of performance, including all option

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- periods
- f. Contract Value:
 - (1) Initial projected total contract amount including all option periods
 - (2) Final or current projected total contract amount including all option periods
 - g. Points of Contact
 - (1) Contracting officer and telephone and fax number and e-mail address (if known)
 - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
 - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
2. Work performed and relevance
- a. Brief synopsis of work performed
 - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
 - c. Brief, specific examples of the offeror's high quality performance
3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
- a. The date you sent the "Contractor Information Form" to each reference.
 - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
 - c. To whom you sent it including telephone and fax number and e-mail address (if known).
- B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.
- D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599).
- Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

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Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

**L.9 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)--
ALTERNATE I (OCT 1997)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp on that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person

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by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in this solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets _____ and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offer(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after

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considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (End of provision)

L.10 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

L.11 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(If the provision at FAR 52.215-1 I is incorporated into this Request for Proposal, the offeror is not required to provide the information requested in this provision until and unless they are requested to submit a Final Proposal Revision. Should the offeror be requested to submit a Final Proposal Revision, the information required by this provision must be submitted concurrently with the offeror's Final Proposal Revision.)

L.12 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
 - (2) The offeror's name and remittance address, as stated in the offer.
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
 - (5) The offeror's account number and the type of account (checking, savings, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
 - (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.
- (End of provision)

L.13 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Sandra Baxter National Institute for Literacy 1775 I Street, NW - Suite 730 Washington, DC 20006-2417

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 312-2 EVALUATION FACTORS FOR AWARD (FEB 1996)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.301) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price. (B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
2. Past performance subfactors:
 - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
 - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
 - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
 - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
 - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
 - f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.

Bonus Rating--Where the offeror has demonstrated an exceptional performance level in any of the above six subfactors, the contracting officer may give additional consideration for that factor. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance level of "excellent."

3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any

SECTION M
EVALUATION FACTORS FOR AWARD

major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.

4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably credit. (C) Technical Evaluation Criteria: In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation. See Attachment E for Evaluation Criteria.